

**A RESOLUTION
AS SUBSTITUTED BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT NUMBER COA-6518-PL, PURSUANT TO SECTION 2-1602 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH INTERNET CONTENT MANAGEMENT, INCORPORATED, UTILIZING THE ARROW ENTERPRISE COMPUTING SOLUTIONS, INCORPORATED GENERAL SERVICES ADMINISTRATION CONTRACT NUMBER GS-35F-0296R VIA AN AUTHORIZED RESELLER AGREEMENT, TO PURCHASE A WEBSENSE WEB SECURITY GATEWAY SOFTWARE, MAINTENANCE, AND SUPPORT SUBSCRIPTION FOR A TERM OF NINE (9) MONTHS, WITH TWO (2) TWELVE (12) MONTHS RENEWAL OPTIONS, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND, FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$55,550.00), ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, Resolution 11-R-1666, adopted by the Atlanta City Council ("Council") on November 21, 2011 and approved on November 30, 2011, authorized the Mayor or his designee to enter into cooperative purchasing agreement number COA-5573-PL with Internet Content Management, Incorporated ("ICM"), an authorized Websense, Inc. reseller, utilizing General Services Administration ("GSA") contract number GS-35F-0296R for one (1) year, effective January 17, 2012 to January 16, 2013, in order to purchase Websense Internet Security ("Websense") software, maintenance, and support services on behalf of the Department of Information Technology ("DIT") in an amount not to exceed Seventy-Four Thousand, Sixty-Six Dollars and No Cents (\$74,066.00); and

WHEREAS, Websense software provides an integrated threat-defense and policy-based control over the City of Atlanta's ("City's") sensitive data, thereby minimizing Internet and email security threats such as viruses, Trojans, denial of service attacks, phishing websites, and other such vulnerabilities; and

WHEREAS, the constant development of new viruses, Trojans, and other Internet and email security threats requires that DIT retain maintenance and support for Websense updates; and

WHEREAS, the one (1) year term for cooperative purchasing agreement number COA-5573-PL with ICM was subsequently extended for two (2) weeks, effective January 17, 2013 to January 30, 2013, while ICM revised the pending 2013-2014 renewal quote to better reflect the specifications authorized in Resolution 11-R-1666; and

WHEREAS, DIT then purchased three (3) months of Websense Web Security Gateway software, maintenance, and support services from ICM, effective January 31, 2013 to April 30, 2013, for Eighteen Thousand Five Hundred Sixteen Dollars and No cents (\$18,516.00), as the previous two (2) week extension did not grant ICM and the City the necessary, contracted time to negotiate a more affordable price; and

WHEREAS, ICM prepared a new quote for the City, effective May 1, 2013 to January 30, 2014, for the remaining nine (9) months of the first, one (1) year renewal option authorized by Resolution 11-R-1666, for the purchase of a Websense Web Security Gateway software, maintenance, and support subscription in an amount not to exceed Fifty-Five Thousand, Five Hundred Fifty Dollars and No Cents (\$55,550.00); and

WHEREAS, pursuant to Article X, Division 15, Intergovernmental Relations, of the City of Atlanta Code of Ordinances (the “Code”), the Chief Procurement Officer may procure supplies, services or construction items through contracts established by a public procurement unit outside the City; and

WHEREAS, the Chief Procurement Officer has evaluated and determined that competitive procedures akin to those used by the City were used by the GSA in the development of the contract from which the cooperative purchasing agreement will be derived and that the cost of the goods, supplies, services or construction are comparable to or less than the cost of the same goods, supplies, services or construction if obtained through city procurements under Division 4 of the City Procurement Code; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend the execution of cooperative purchasing agreement number COA-6518-PL with ICM to purchase a new, Websense Web Security Gateway software, maintenance, and support subscription for a term of nine (9) months, with two (2) twelve (12) months renewal options, on behalf of DIT, in an amount not to exceed Fifty-Five Thousand, Five Hundred Fifty Dollars and No Cents (\$55,550.00), utilizing Arrow Enterprise Computing Solutions, Incorporated (“Arrow ECS”) GSA contract number GS-35F-0296R via an authorized reseller agreement between Arrow ECS and ICM, all contracted work to be charged to and paid from the Fund, Department Organization, Account, and Function Activity (“FDOA”) numbers listed below.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to execute cooperative purchasing agreement number COA-6518-PL with ICM, an authorized Websense, Inc. reseller, to purchase a new Websense Web Security Gateway software, maintenance, and support subscription for a term of nine (9) months, with two (2) twelve (12) months renewal options, on behalf of DIT, in an amount not to exceed Fifty-Five Thousand, Five Hundred Fifty Dollars and No Cents (\$55,550.00), utilizing Arrow ECS GSA contract number GS-35F-0296R via an authorized reseller agreement between Arrow ECS and ICM.

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from FDOA numbers 1001 (General Fund) 050201 (DIT IT Security) 5212001 (Consulting/Professional Services) 1535000 (Data Processing/Management Information System).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare an agreement for execution by the Mayor or his designee.

BE IT FINALLY RESOLVED, that the agreement will not become binding on the City, and the City will incur no obligation or liability thereunder, until it has been executed by the Mayor or his designee, attested to by the Municipal Clerk, approved as to form by the City Attorney or her designee, and delivered to ICM.

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

13-*R*-0450

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT NUMBER COA-6518-PL PURSUANT TO SECTION 2-1602 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH INTERNET CONTENT MANAGEMENT, INCORPORATED (“ICM”), AN AUTHORIZED WEBSense, INCORPORATED RESELLER, TO PURCHASE A NEW WEBSense WEB SECURITY GATEWAY SOFTWARE, MAINTENANCE, AND SUPPORT SUBSCRIPTION FOR A TERM OF NINE (9) MONTHS, WITH TWO (2) TWELVE (12) MONTHS RENEWAL OPTIONS, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND, FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$55,550.00), UTILIZING THE ARROW ENTERPRISE COMPUTING SOLUTIONS, INCORPORATED (“ARROW ECS”) GENERAL SERVICES ADMINISTRATION CONTRACT NUMBER GS-35F-0296R, VIA AN AUTHORIZED RESELLER AGREEMENT BETWEEN ARROW ECS AND ICM, ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, Resolution 11-R-1666, adopted by the Atlanta City Council (“Council”) on November 21, 2011 and approved on November 30, 2011, authorized the Mayor or his designee to enter into cooperative purchasing agreement number COA-5573-PL with ICM, an authorized Websense, Inc. reseller, utilizing General Services Administration (“GSA”) contract number GS-35F-0296R for one (1) year, effective January 17, 2012 to January 16, 2013, in order to purchase Websense Internet Security (“Websense”) software, maintenance, and support services on behalf of the Department of Information Technology (“DIT”) in an amount not to exceed Seventy-Four Thousand, Sixty-Six Dollars and No Cents (\$74,066.00); and

WHEREAS, Websense software provides an integrated threat-defense and policy-based control over the City’s sensitive data, thereby minimizing Internet and email security threats such as viruses, Trojans, denial of service attacks, phishing websites, and other such vulnerabilities; and

WHEREAS, the constant development of new viruses, Trojans, and other Internet and email security threats requires that DIT retain maintenance and support for Websense updates; and

WHEREAS, the one (1) year term for cooperative purchasing agreement number COA-5573-PL with ICM was subsequently extended for two (2) weeks, effective January 17, 2013 to January 30, 2013, while ICM revised the pending 2013-2014 renewal quote to better reflect the specifications authorized in Resolution 11-R-1666; and

WHEREAS, DIT then purchased three (3) months of Websense Web Security Gateway software, maintenance, and support services from ICM, effective January 31, 2013 to April 30, 2013, for Eighteen Thousand Five Hundred Sixteen Dollars and No cents (\$18,516.00), as the previous two (2) week extension did not grant ICM and the City the necessary, contracted time to negotiate a more affordable price; and

WHEREAS, ICM prepared a new quote for the City, effective May 1, 2013 to January 30, 2014, for the remaining nine (9) months of the first, one (1) year renewal option authorized by Resolution 11-R-1666, for the purchase of a Websense Web Security Gateway software, maintenance, and support subscription in an amount not to exceed Fifty-Five Thousand, Five Hundred Fifty Dollars and No Cents (\$55,550.00); and

WHEREAS, pursuant to Article X, Division 15, Intergovernmental Relations, of the City of Atlanta Code of Ordinances (the “Code”), the Chief Procurement Officer may procure supplies, services or construction items through contracts established by a public procurement unit outside the City; and

WHEREAS, the Chief Procurement Officer has evaluated and determined that competitive procedures akin to those used by the City were used by the GSA in the development of the contract from which the cooperative purchasing agreement will be derived and that the cost of the goods, supplies, services or construction are comparable to or less than the cost of the same goods, supplies, services or construction if obtained through city procurements under Division 4 of the City Procurement Code; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend the execution of cooperative purchasing agreement number COA-6518-PL with ICM to purchase a new, Websense Web Security Gateway software, maintenance, and support subscription for a term of nine (9) months, with two (2) twelve (12) months renewal options, on behalf of DIT, in an amount not to exceed Fifty-Five Thousand, Five Hundred Fifty Dollars and No Cents (\$55,550.00), utilizing Arrow ECS GSA contract number GS-35F-0296R via an authorized reseller agreement between Arrow ECS and ICM, all contracted work to be charged to and paid from the Fund, Department Organization, Account, and Function Activity (“FDOA”) numbers listed below.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is authorized to execute cooperative purchasing agreement number COA-6518-PL with ICM, an authorized Websense, Inc. reseller, to purchase a new Websense Web Security Gateway software, maintenance, and support subscription for a term of nine (9) months, with two (2) twelve (12) months renewal options, on behalf of DIT, in an amount not to exceed Fifty-Five Thousand, Five Hundred Fifty Dollars and No Cents (\$55,550.00), utilizing Arrow ECS GSA contract number GS-35F-0296R via an authorized reseller agreement between Arrow ECS and ICM.

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from FDOA numbers 1001 (General Fund) 050201 (DIT IT Security) 5212001 (Consulting/Professional Services) 1535000 (Data Processing/Management Information System).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare an agreement for execution by the Mayor or his designee.

BE IT FINALLY RESOLVED, that the agreement will not become binding on the City, and the City will incur no obligation or liability thereunder, until it has been executed by the Mayor or his designee, attested to by the Municipal Clerk, approved as to form by the City Attorney or her designee, and delivered to Internet Content Management, Inc.

Legislation Summary

Committee of Purview:

Caption

A resolution authorizing the Mayor to execute an appropriate contractual agreement on behalf of the Department of Information Technology with Internet Content Management, Incorporated (“ICM”), an authorized Websense, Incorporated reseller in an amount not to exceed fifty five thousand five hundred fifty dollars and no cents (\$55,550.00). All contract work shall be charged to and paid from funding numbers listed herein; and for other purposes.

Council Meeting Date: **March 18, 2013**

Legislation Title: **Resolution authorizing the Chief Procurement Officer to utilize the Arrow Enterprise Computing Solutions, Incorporate (“Arrow ECS”) utilizing the Federal GSA Contract #GS-35F-0296R, via an authorized reseller agreement between arrow ECS and Internet Content Management, Incorporated (“ICM”) for Contract #COA-6518-PL for the purchase of a New Websense Web Security Gateway Software, Maintenance, and Support Subscription for a term of nine (9) months, with two (2) twelve (12) months renewal options on behalf of the Department of Information Technology in an amount not to exceed fifty five thousand five hundred fifty dollars and no cents (\$55,550.00). All contract work shall be charged to and paid from funding numbers listed herein; and for other purposes.**

Requesting Department: **Department of Information Technology**

Contract Type: **N/A**

Source Selection: **Federal GSA Contract # GS-35F-0296R**

Bids/Proposals Due: **N/A**

Invitations Issued: **N/A**

Number of Bids/

Proposals Received:	N/A
Bidders/Proponents:	N/A
Justification Statement:	N/A
Background:	N/A
Fund Account Centers:	All contract work shall be charged to and paid from funding numbers listed herein; and for other purposes.
Source of Funds:	N/A
Fiscal Impact:	N/A
Term of Contract:	N/A
Method of Cost Recovery:	N/A
Approval:	
DOF:	
DOL:	
Prepared By:	Patricia Lowe, Buyer
Contact Number:	404.330.6583

Part II: Legislative White Paper:

(This portion of the Legislative Request Form will be shared with City Council members and staff)

A. Committee of Purview: FINANCE/EXECUTIVE

Caption:

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT NUMBER COA-6518-PL PURSUANT TO SECTION 2-1602 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH INTERNET CONTENT MANAGEMENT, INCORPORATED (“ICM”), AN AUTHORIZED WEBSense, INCORPORATED RESELLER, TO PURCHASE A NEW WEBSense WEB SECURITY GATEWAY SOFTWARE, MAINTENANCE, AND SUPPORT SUBSCRIPTION FOR A TERM OF NINE (9) MONTHS, WITH TWO (2) TWELVE (12) MONTHS RENEWAL OPTIONS, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND, FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$55,550.00), UTILIZING THE ARROW ENTERPRISE COMPUTING SOLUTIONS, INCORPORATED (“ARROW ECS”) GENERAL SERVICES ADMINISTRATION CONTRACT NUMBER GS-35F-0296R, VIA AN AUTHORIZED RESELLER AGREEMENT BETWEEN ARROW ECS AND ICM, ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Council Meeting Date: Monday, March 18, 2013

Requesting Dept: Information Technology

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

DIT would like Council to authorize the Mayor or his designee to execute cooperative purchasing agreement number COA-6518-PL with ICM, an authorized Websense, Inc. reseller, to purchase a new Websense Web Security Gateway software, maintenance, and support subscription for a term of nine (9) months, with two (2) twelve (12) months renewal options, on behalf of DIT, in an amount not to exceed \$55,550.00, utilizing Arrow ECS GSA contract number GS-35F-0296R via an authorized reseller agreement between Arrow ECS and ICM.

2. Please provide background information regarding this legislation.

Background

Resolution 11-R-1666, adopted by the Atlanta City Council (“Council”) on November 21, 2011 and approved on November 30, 2011, authorized the Mayor or his designee to enter into cooperative purchasing agreement number COA-5573-PL with ICM, an authorized Websense, Inc. reseller, utilizing General Services Administration (“GSA”) contract number GS-35F-0296R for one (1) year, effective January 17, 2012 to January 16, 2013, in order to purchase Websense Internet Security (“Websense”) software, maintenance, and support services on behalf of DIT in an amount not to exceed \$74,066.00.

The one (1) year term for cooperative purchasing agreement number COA-5573-PL with ICM was subsequently extended for two (2) weeks, effective January 17, 2013 to January 30, 2013, while ICM revised the pending 2013-2014 renewal quote to better reflect the specifications authorized in Resolution 11-R-1666.

DIT then purchased three (3) months of Websense Web Security Gateway software, maintenance, and support services from ICM, effective January 31, 2013 to April 30, 2013, for \$18,516.00, as the previous two (2) week extension did not grant ICM and the City the necessary, contracted time to negotiate a more affordable price.

Finally, ICM prepared a new quote for the City effective May 1, 2013 to January 30, 2014, for the remaining nine (9) months of the first, one (1) year renewal option authorized by Resolution 11-R-1666, for the purchase of a new Websense Web Security Gateway software, maintenance, and support subscription in an amount not to exceed \$55,550.00.

Issue

The constant development of new viruses, Trojans, and other Internet and email security threats requires that DIT retain maintenance and support for Websense updates.

Websense software continues to provide an integrated threat-defense and policy-based control over the City's sensitive data, thereby minimizing Internet and email security threats such as viruses, Trojans, denial of service attacks, phishing websites, and other such vulnerabilities.

Recommendation

The Chief Information Officer and the Chief Procurement Officer recommend the execution of cooperative purchasing agreement number COA-6518-PL with ICM to purchase a new, Websense Web Security Gateway software, maintenance, and support subscription for a term of nine (9) months, with two (2) twelve (12) months renewal options, on behalf of DIT, in an amount not to exceed \$55,550.00, utilizing Arrow ECS GSA contract number GS-35F-0296R via an authorized reseller agreement between Arrow ECS and ICM .

3. If Applicable/Known:

(a) Contract Type (e.g. Professional Services, Construction Agreement, etc):

Software, maintenance, and support services.

(b) Source Selection:

(c) Bids/Proposals Due:

(d) Invitations Issued:

(e) Number of Bids:

(f) Proposals Received:

(g) Bidders/Proponents:

(h) Term of Contract: Nine (9) months, with two (2) twelve (12) month renewal options.

4. Fund Account: FDOA 1001 (General Fund)

5. Source of Funds: 1001 (General Fund) 050201 (DIT IT Security) 5213001 (Consulting/Professional Services [Tech]) 1535000 (Data Processing/Management Information System).

6. Fiscal Impact: \$55,550.00

7. Method of Cost Recovery:

This Legislative Request Form Was Prepared By: Kieva Morrison, DIT Legislative Analyst.



**GSA Federal
Acquisition
Service**

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C Contractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0296R	Socio-Economic :	Other than small business
Contractor:	ARROW ENTERPRISE COMPUTING SOLUTIONS INC.	EPLS :	Contractor not found on the Excluded Parties List System
Address:	7459 S LIMA ST BLDG 2 ENGLEWOOD, CO 80112-3879		
Phone:	303-824-6488	Govt. Contracting Officer:	
E-Mail:	carrie.grigg@arrow.com	DAVID O NEILL	
Web Address:	http://ecs.arrow.com	Phone: 703-605-2752	
DUNS:	829160865	E-Mail: david.o'neill@gsa.gov	
NAICS:	541519	Contract Clauses/Exceptions:	
		View the specifics for this contract	

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-0296R		Jan 27, 2015	132 12		
					132 32		
					132 33		
					132 34		
					132 50		
					132 52		
					132 8		

**ICM**

Internet Content Management

Internet Content Management
5 Lakeland Circle
P.O. Box 14222
Jackson, MS 39236
Ph: 601.713.2718
Fax: 601.713.2709

To:	Quote Information:
City of Atlanta Dirk Stewart 55 Trinity Avenue Atlanta, GA 30303 Reference - 11-R-1666	Quote No. 20130128JB9 Date: 1/28/2013 Contact: Dirk Stewart Email: ddsterwar@atlantaga.gov Phone: (404) 330-6388 Acct. Rep: Jack Brannigan 678-427-1092 Email: jbrannigan@netcontentmgt.com

Quantity	Item Number	Item Description	MSRP	Ext MSRP	Unit Cost	Ext Cost
1	WSG-R-CP12-R	Websense - Web Security Gateway, 5001 Users, 9 Months, Renewal - May 1, 2013 to Jan. 30, 2014	127,525.50	127,525.50	48,304.00	48,304.00
1	PRT-Y-CP12-R	Websense - Web Security Gateway - Premium Support - 5001 Users - 9 Months - May 1, 2013 to Jan. 30, 2014	19,128.75	19,128.75	7,246.00	7,246.00
		Total				\$ 55,550.00

Websense quotes are for a subscription-based service that includes the use of the Websense database and software for monitoring, filtering and reporting. This includes daily downloads, all software upgrades, technical support and software insurance for the term of the contract.

Customer is responsible for any applicable Sales or Use taxes, shipping and travel expenses.

***Tax exempt entities please provide proof of tax free status. Otherwise, include 7% sales tax.**

Payment terms are **Net 30** unless otherwise indicated on this quote.

Quote expires April 30, 2013

These products are offered through an Authorized Reseller Agreement between ICM and Arrow ECS.

Please reference GSA Schedule # GS-35F-0296R, expiration Jan 27, 2015 when ordering.

Customer Authorization

By execution of the signature line below, I represent that I am an authorized agent of the company and hereby agree to the terms, conditions and pricing contained in this quote as well as the terms and conditions listed in the subscription agreement or on www.netcontentmgt.com. In addition, I understand that this is a binding document that supersedes all prior verbal and written correspondence.

Authorized Agent Information:

Signature of Authorized Agent: _____	Date: _____
Printed Name: _____	Phone: _____

**ICM**

Internet Content Management

Internet Content Management
5 Lakeland Circle
P.O. Box 14222
Jackson, MS 39236
Ph: 601.713.2718
Fax: 601.713.2709

To:

City of Atlanta
Dirk Stewart
55 Trinity Avenue
Atlanta, GA 30303

Quote Information:

Quote No. 20130128JB3
Date: 1/28/2013
Contact: Dirk Stewart
Email: ddstewart@atlantaga.gov
Phone: (404) 330-6388
Acct. Rep: Jack Brannigan 678-427-1092
Email: jbrannigan@netcontentmgt.com

Quantity	Item Number	Item Description	MSRP	Ext MSRP	Unit Cost	Ext Cost
1	WSG-R-CP12-R	Websense - Web Security Gateway, 5001 Users, 3 Months, Renewal - Jan. 31, 2013 to Apr. 30, 2013	42,508.50	42,508.50	16,101.00	16,101.00
1	PRT-Y-CP12-R	Websense - Web Security Gateway - Premium Support - 5001 Users - 3 Months - Jan. 31, 2013 to Apr. 30, 2013	6,376.25	6,376.25	2,415.00	2,415.00
		Total				\$ 18,516.00

Websense quotes are for a subscription-based service that includes the use of the Websense database and software for monitoring, filtering and reporting. This includes daily downloads, all software upgrades, technical support and software insurance for the term of the contract.

Customer is responsible for any applicable Sales or Use taxes, shipping and travel expenses.

***Tax exempt entities please provide proof of tax free status. Otherwise, Include 7% sales tax.**

Payment terms are **Net 30** unless otherwise indicated on this quote.

Quote expires January 31, 2013

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By execution of the signature line below, I represent that I am an authorized agent of the company and hereby agree to the terms, conditions and pricing contained in this quote as well as the terms and conditions listed in the subscription agreement or on www.netcontentmgt.com. In addition, I understand that this is a binding document that supersedes all prior verbal and written correspondence.

Authorized Agent Information:

Signature of Authorized Agent: _____ Date: _____

Printed Name: _____ Phone: _____

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers, Professional Workstations, Other System Configuration Equipment, NEC

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Network Equipment

Storage Devices, including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage

Other Communications Equipment

FSC CLASS 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas- Installation (FPDS Code N070) for Equipment Offered

- Installation (FPDS N070)

- Deinstallation (FPDS N070)

- Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

- Maintenance

- Repair Service

- Repair Parts/Spare Parts

SIN 132-32 - TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE: Large Scale Computers: Application Software; Microcomputers: Application Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE: Large Scale Computers: Utility, Application and Communications Software; Microcomputers: Application and Utility Software

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)

SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D304 Value Added Network Services (VANs)

FPDS Code D304 E-Mail Services

FPDS Code D304 Internet Access Services

FPDS Code D304 Navigation Services

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

Arrow Enterprise Computing Solutions, Inc.

7459 S Lima St.

Englewood, CO 80112

800-544-7674

Fax: 720-873-7520

www.alttech.com

Contract Number:

GS-35F-0296R

Period Covered by Contract:

January 28, 2005 through January 27, 2015

General Services Administration

Federal Acquisition Service

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

WEBSense MAINTENANCED PRICING

PSE-Y-CP12-N	PREMIUM SUPPORT FOR EMAIL SECURITY GATEWAY, 12 MO, NEW 1001 + SEATS	15% of license costs	US	Websense
PSE-Y-CP12-R	PREMIUM SUPPORT FOR EMAIL SECURITY GATEWAY, 12 MO, RENEW 1001 + SEATS	15% of license costs	US	Websense
PSE-Y-CP36-N	PREMIUM SUPPORT FOR EMAIL SECURITY GATEWAY, 36 MO, NEW 1001 + SEATS	15% of license costs	US	Websense
PSE-Y-CP36-R	PREMIUM SUPPORT FOR EMAIL SECURITY GATEWAY, 36 MO, RENEW 1001 + SEATS	15% of license costs	US	Websense
PST-Y-CP12-N	PREMIUM SUPPORT FOR TRITON, 12 MO, NEW 1001+ SEATS	15% of total product cost	US	Websense
PST-Y-CP12-R	PREMIUM SUPPORT FOR TRITON, 12 MO, RENEW 1001+ SEATS	15% of total product cost	US	Websense
PST-Y-CP36-N	PREMIUM SUPPORT FOR TRITON, 36 MO, NEW 1001+ SEATS	15% of total product cost	US	Websense
PST-Y-CP36-R	PREMIUM SUPPORT FOR TRITON, 36 MO, RENEW 1001+ SEATS	15% of total product cost	US	Websense
PSA-Y-CP12-N	Websense Premium Support for Web Security Anywhere 12Mo. New License; 1001+ seats	15%of Total Product Cost	US	Websense
PSA-Y-CP12-R	Websense Premium Support for Web Security Anywhere 12Mo. Renew License; 1001+ seats	15%of Total Product Cost	US	Websense
PSA-Y-CP36-N	Websense Premium Support for Web Security Anywhere 36Mo. New License; 1001+ seats	15%of Total Product Cost	US	Websense
PSA-Y-CP36-R	Websense Premium Support for Web Security Anywhere 36Mo. Renew License; 1001+ seats	15%of Total Product Cost	US	Websense
PSD-Y-CP12-N	Websense Premium Support for Data Security 12 Mo.New, 1001+ seats	15% of Total Product Cost	US	Websense
PSD-Y-CP12-R	Websense Premium Support for Data Security 12 Mo.Renew, 1001+ seats	15% of Total Product Cost	US	Websense
PSD-Y-CP36-N	Websense Premium Support for Data Security 36Mo. New License, 1001+ Seats	15% of Total Product Cost	US	Websense
PSD-Y-CP36-R	Websense Premium Support for Data Security 36Mo. Renew License, 1001+ Seats	15% of Total Product Cost	US	Websense
PSW-Y-CP12-N	Premium Support - Web Filtering Products - 12 mo. New license 1001+ seats	15%of Total Product Cost	US	Websense
PSW-Y-CP12-R	Premium Support - Web Filtering Products - 12 mo. Renew license 1001+ seats	15%of Total Product Cost	US	Websense
PSW-Y-CP-36-N	Premium Support - Web Filtering Products - 36 mo. New license 1001+ seats	15%of Total Product Cost	US	Websense
PSW-Y-CP-36-R	Premium Support - Web Filtering Products - 36 mo. Renew license 1001+ seats	15%of Total Product Cost	US	Websense
WSGARD-X-XX-N	WSGA REDUNDANCY Keys - NEW Licenses	25% of license cost	US	Websense
WSGARD-X-XX-R	WSGA REDUNDANCY Keys - RENEWAL Licenses	25% of license cost	US	Websense
PSM-Y-CP12-N	Websense Premium Support Messaging - 12 Mo.New Licenses Seat bands P-R (1001+ seats)	15% of total product/license cost	US	Websense
PSM-Y-CP12-N	Websense Premium Support Messaging - 12 Mo.Renew Licenses Seat bands P-R (1001+ seats)	15% of total product/license cost	US	Websense
PSM-Y-CP12-N	Websense Premium Support Messaging - 36 Mo.New Licenses Seat bands P-R (1001+ seats)	15% of total product/license cost	US	Websense
PSM-Y-CP12-N	Websense Premium Support Messaging - 36 Mo.Renew Licenses Seat bands P-R (1001+ seats)	15% of total product/license cost	US	Websense

Other Authorized Dealers:

Abba Technologies, Inc. Russell Bustamante, GSA Contracts Administrator 1501 San Pedro Drive NE Albuquerque, NM 87110 505-256-8887 Fax: 505-889-3338 Email: gsa@arrow.com	ABSI Corporation Ravinder Birgi, VP 9210 Corporate Blvd., Suite 150 Rockville, MD 20850 240-404-7505 Fax: 301-977-0260 Email: gsa@arrow.com
Accelera Solutions Stephanie Fontana, Contract Accountant 12150 Monument Dr., Suite 800 Fairfax, VA 22033 Phone: 703-637-5059 Fax: 703-637-9589 Email: netappgsa@arrow.com	Achieve 1 Doug Martin PO Box 2481 Glen Allen, VA 23058 Phone: 703-360-6170 Email: gsa@arrow.com
Advanced Logistic Industries Parker Pearson, VP, Marketing 1750 Kraft Drive, Suite 1200 Blacksburg, VA 24060 434-386-4284 Fax: 434-386-4284 Email: gsa@arrow.com	Advanced Marketplace, Inc. Matthew Peebles 3014 Hwy 301 North, Suite 700 Tampa, FL 33619 Phone: 813-655-7173 Fax: 813-643-0732 Email: gsa@arrow.com
Advanced Military Technology, Inc. Sarah Braun 16869 SW 65 th Avenue #14 Lake Oswego, OR 97035 Phone: 503-922-2410 x. 5337 Fax: 800-957-0076 Email: gsa@arrow.com	Agilsys, Inc. Richard J. Rudolph, Senior Corporate Counsel 28925 Fountain Parkway Solon, OH 44139 440-519-8626 Fax: 440-519-8626 Email: gsa@arrow.com
Alliance Technology Group, LLC Brent Van Scyoc, VP, Federal Solutions Group 7240 Parkway Drive, Suite 140 Hanover, MD 21076 Phone: 410-712-0270 Fax: 410-712-0271 Email: netappgsa@arrow.com	Alliance Technology Solutions Dan D'Alessandro 40 Engelwood Drive Orion, MI 48359 Phone: 248-364-2195 Fax: 248-364-9607 Email: gsa@arrow.com
AlphaSix Corporation – HP Authorized Mark Hughes, V.P. Strategic Programs 21351 Gentry Drive, Suite 200 Sterling, VA 20166 Phone: 703-579-6444 x3 Fax: 703-430-1983 Email: gsa@arrow.com	Apollo Information Systems Corp. Mike Gugliemo, CEO 761 University Avenue, Suite B Los Gatos, CA 95032 408-399-5110 Ext. 110 Fax: 408-399-5256 Email: gsa@arrow.com

GTSI Mohamed Elrefai, 2553 Dulles View Drive Suite 100 Herndon, VA 20170 (703) 502-2646 Fax: 703-463-5101 Email: netappgsa@arrow.com	Harlan Services, LLC Lance W. Harlan, CEO/President 5578 Highway 18 Brandon, MS 39042 Phone: 601-824-9007 Fax: 601-824-9442 Email: gsa@arrow.com
HBC Management Services, Inc. Stephen Carmine, Finance Officer 841 Bishop Street, Suite 160 Honolulu, HI 96813 Phone: 215.922.0732 x11 Fax: 215.922.0793 Email: gsa@arrow.com	High Plains Computing Lisa Shugart, CEO 1746 Cole Blvd #225 Golden, CO 80401 303-679-9049 Fax: 303-679-9408 Email: gsa@arrow.com
Hocad Corporation Bill Clisham, CEO 1000 Bishop St., Suite 500 Honolulu, HI 96813 808-440-5000 Fax: 808-450-5001 Email: gsa@arrow.com	I/O Data Systems, Inc. Tom Tont 1313 Lear Industrial Pkwy. Avon, OH 44011 440-937-4127 Fax: 440-937-0220 Email: gsa@arrow.com
Immix Technology Inc. Vivek Gupta 7927 Jones Branch Drive McClean, VA 22102 Phone: 703-752-0673 Fax: 703-752-0611 Email: gsa@arrow.com	Innovative Marketing Group, Inc. Terry Johnson, Principal 995 Forest Overlook Trail, Suite 100 Atlanta, GA 30331 404-691-0169 Fax: 404-691-9288 Email: gsa@arrow.com
Integrated Business Solutions (IBS) Mary Maier, Controller 455 East 200, Suite 100 Salt Lake City, UT 84111 Phone: 801-328-4567 Fax: 801-303-8582 Email: gsa@arrow.com	Integrated Computer Solutions, Inc. Tyler Hedges, CFO 200 Interstate Park Drive, Suite 236 Montgomery, AL 36109 334-270-2892 Ext. 1034 Fax: 334-270-2896 Email: gsa@arrow.com
Intelligent decisions Rhett Butler, GSA Account Executive 21445 Beaumeade Circle Ashburn, VA 20147 703-554-1624. Fax: 703-554-1835 Email: netappgsa@arrow.com	Internet Content Management Inc. Allan Black, President 5 Lakeland Circle Jackson, MS 39216 601-713-2718 Fax: 601-713-2709 Email: gsa@arrow.com

General Service Administration

ARROW | 2012

WHAT IS GSA?

The General Service Administration GSA is the purchasing agency of the federal government. Their goal is to leverage the high-volume purchasing of the U.S. Government to negotiate competitive prices from commercial vendors. GSA-approved companies are placed on a schedule (or catalogue) for federal purchasing agents to use when searching for vendors.

Arrow Enterprise Computing Solutions has been approved as a GSA-authorized information technology distributor (Schedule 70). This means we are authorized to provide:

- Purchase of equipment
- Maintenance, repair service and repair parts/spare parts
- Term software licenses
- Perpetual software licenses
- Maintenance of software
- Training courses
- Product and service components

If you have your own successful GSA schedule, you can choose to work with the Arrow team for increased product breadth and coverage.

HOW WILL GSA HELP MY BUSINESS?

The GSA administers approximately 40 schedules and, according to their 2007 annual report, produced an estimated \$35 billion in sales.

In many cases, it is difficult to initiate business with federal, state and local governments without a GSA contract. The reason: When government purchasing agents place orders from a GSA contract, they are considered to have

met federal regulations regarding competition, pricing and other requirements. This means that purchasing agents don't have to go through this process on their own—saving them (and you) time, money and trouble.

WHY SHOULD MY COMPANY PARTNER ON ARROW'S GSA?

As a distributor, Arrow ECS can offer vendor-authorized VARs the opportunity to become a dealer on Arrow's GSA schedule. Dealers will gain access to sell products and services to federal, state and local government agencies through the GSA process.

Once a dealer, your business can enjoy:

- Access to the largest purchaser of goods and services in the world—the U.S. Government
- Improved margins for driving federal, state and local government sales
- Protection on leads that you are responsible for initiating and driving
- Marketing opportunities to corresponding government agencies across the country
- Ability to leverage your existing state and local government customer base

WHAT SUPPLIERS ARE ON THE ARROW ECS GSA SCHEDULE? *

Arrow Services-
Implementation Services

Arrow Services-One Call
Support Services

BlueCoat

EMC²

Hitachi Data Systems



IBM

Lakeside Software, Inc.

NetApp

Novell

PKWARE

RSA

The Security Division of EMC

websense
ESSENTIAL INFORMATION PROTECTION

ARROW
Five Years Out

Supplier Line Card

ARROW | 2012

Our Value to You:

Arrow ECS works with our partners to help them increase their revenues and decrease their operating expenses. Leveraging our experienced team, our partners have access to:

Go-to-Market Solutions: More than just a suite of products—market intelligence, professional services, education and enablement tools to expand your solution offerings.

Arrow Insight: The data and analytics to make informed decisions and understand your available opportunities.

Solutions Lab: Latest products from leading hardware and software suppliers coupled with experienced engineers.

Arrow Services: The resources you need to extend your capabilities, evolve your business, and watch it grow.

Lead Nurturing: Understand your prospect base and have the tools to keep building your sales pipeline.

Partner Financing: Helping you close the deal. We will find the right solution for even the most complex financing problem.

Order Management: MyArrow is a real-time, self-service tool allowing you to access the information you need, when you need it—getting you back to business fast.

Augment your business with our supplier lines.

Together with our 75+ supplier partners, Arrow Enterprise Computing Solutions is the team of professionals you need to show you the way.

At Arrow ECS, we believe our relationship with you is the most important aspect of our business together. We work with you to discover your specific business goals and collaborate with you to find the right solution to fill any business need.

Arrow ECS Supplier lines

Actifio	IBM	RSA
AEP Networks	Imation	SafeNet
Akamai	Juniper	ScriptLogic
Alcatel -Lucent	Kingston	Sophos
Allot	Lakeside Software	Syncsort
APC	McAfee	ThinPrint
Blue Coat	NetApp	Trend Micro
Brocade	Net IQ	VCE
CommVault	Novell	Veeam
DataCore	Oracle	Vision Solutions
Dataram	PKware	VMTurbo
EMC	Qlogic	VMware
Emerson	Quantum	WebSense
Fortinet	Quest Software	Wyse
Hitachi Data Systems	Radware	Xirrus
HP	RES Software	Xsigo Systems
	Riverbed	

ARROW
Five Years Out

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

SPECIAL ITEM NUMBER 132-8 PURCHASE OF NEW EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

End User Computers/Desktop Computers, Professional Workstations, Other System Configuration Equipment, NEC

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Network Equipment

Storage Devices, including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage

Other Communications Equipment

FSC CLASS 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES

Microcomputer Control Devices

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE

Two-Way Radio Transmitters/Receivers/Antennas- Installation (FPDS Code N070) for Equipment Offered

- Installation (FPDS N070)

- Deinstallation (FPDS N070)

- Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

- Maintenance

- Repair Service

- Repair Parts/Spare Parts

SIN 132-32 - TERM SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE: Large Scale Computers: Application Software; Microcomputers: Application Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE: Large Scale Computers: Utility, Application and Communications Software; Microcomputers: Application and Utility Software

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)

SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D304 Value Added Network Services (VANs)

FPDS Code D304 E-Mail Services

FPDS Code D304 Internet Access Services

FPDS Code D304 Navigation Services

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

Arrow Enterprise Computing Solutions, Inc.

7459 S Lima St.

Englewood, CO 80112

800-544-7674

Fax: 720-873-7520

www.alttech.com

Contract Number:

GS-35F-0296R

Period Covered by Contract:

January 28, 2005 through January 27, 2015

General Services Administration

Federal Acquisition Service

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☒ [X] The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ [] The Geographic Scope of Contract will be overseas delivery only.
- ☐ [] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address:	Payment Information:
Arrow Enterprise Computing Solutions, Inc.	Arrow Enterprise Computing Solutions, Inc.
GSA Order Administration	Department 382
7459 S. Lima St	Denver, CO 80291-0382
Englewood, CO 80112	

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will/will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

800-544-7674

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 829160865

Block 30: Type of Contractor - B. Other Small Business (SINs 132-3, 132-32, 132-33, 132-52)
C. Large Business (SIN 132-8, 132-12)

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 11-2860574

4a. CAGE Code: 5AH58

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8, 132-33,	30-45 Days
132-32, 132-12, 132-50, 132-52, 132-62	As Negotiated

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: Net 30 Days

b. Novell Volume Pricing:

As additional purchases (products and maintenance) are made, the enrolled Customer and any sub-enrolled subsidiaries cumulatively qualify toward the next earned discount level:

\$404,000	38% Discount (listed price in pricelist pages)
\$2,500,000	43% Discount*

\$5,000,000

48% Discount*

*Contact Arrow Enterprise Computing Solutions, Inc. for actual pricing.

c. Government Educational Institutions receive the same discounts as all other Government customers. For Vericept products, special Educational pricing is offered. Contact Arrow Enterprise Computing Solutions, Inc. for more details.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Not Available

10. Small Requirements: The minimum dollar value of orders to be issued is \$1.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
 - Special Item Number 132-8 - Purchase of Equipment
 - Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
 - Special Item Number 132-32 – Term Software Licenses
 - Special Item Number 132-33 - Perpetual Software Licenses
 - Special Item Number 132-52 - Electronic Commerce (EC) Services
- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
 - Special Item Number 132-50 - Training Courses
- c. The Maximum Order value for the following Special Item Numbers (SINs) is \$1,000,000:
 - Special Item Number 132-62 – HSPD-12 Product and Service Components

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS

Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
- (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.alttech.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

Exception: *NetApp* products listed on this schedule are covered by insurance that meets the requirements of FAR 52.228-5. *NetApp*'s insurance policy does not provide for notice of cancellation or of material changes to the agreement.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32), AND PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-33) OF GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

NetApp:

Contractor shall only tender for acceptance those items that substantially conform to **NetApp's** then-current published specifications and items shipped shall be deemed accepted upon delivery. Items shipped may be exchanged or repaired as required during the applicable **NetApp** warranty period.

Websense

Prior to Purchase, Websense makes no-charge evaluation licenses available. Once purchased, all products are deemed accepted upon delivery of the activation key.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

NetApp:

All **NetApp** software licenses provided by Contractor are subject to **NetApp's** Standard End User License Agreement, attached to this Agreement. The warranty provisions are excerpted below.

"**NetApp** warrants that the Software, in the form originally licensed or downloaded by Ordering activity, and under normal use and conditions, will materially conform to then-current Documentation, and its media will be free from defects in workmanship, for a period of ninety (90) days from the earlier of ordering activity's receipt of the Software or the date of delivery of the Software to Ordering activity. This warranty covers only problems that are reproducible and verifiable, and does not cover software, or other items or any services provided by any persons other than **NetApp** or its authorized resellers and agents. Maintenance and support, if any, are governed by a separate agreement. **NetApp** does not provide support or maintenance services for software acquired from a party other than **NetApp**. Ordering activity must obtain support or maintenance services for third party software from the third party licensor or its third party representatives. Software which has been abused, misused, damaged in transport, modified, or subjected to unauthorized use or installation, as determined by **NetApp**, shall void this warranty. **NetApp's** sole obligation and ordering activity's exclusive remedy under the limited warranties above shall be replacement of the Software provided that ordering activity return the Software to **NetApp** with a copy of ordering activity's receipt or other such acceptable proof of purchase.

EXCEPT FOR THE LIMITED WARRANTIES ABOVE, NETAPP AND ITS LICENSORS, DISTRIBUTORS AND RESELLERS MAKE NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE SOFTWARE AND EVALUATION SOFTWARE. NETAPP AND ITS LICENSORS', DISTRIBUTORS' AND RESELLERS' LIABILITY WITH RESPECT TO THE SOFTWARE UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY IS LIMITED EXCLUSIVELY TO SOFTWARE REPLACEMENT. THE SOFTWARE, EVALUATION

SOFTWARE AND THE ACCOMPANYING DOCUMENTATION ARE PROVIDED WITHOUT THE WARRANTIES OF TITLE, ACCURACY, QUIET ENJOYMENT, CORRESPONDENCE TO DESCRIPTION, NONINFRINGEMENT, OR WARRANTY THAT THE SOFTWARE IS ERROR-FREE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS OF IMPLIED WARRANTIES; THESE LIMITATIONS MAY NOT APPLY TO ORDERING ACTIVITY.

Fortinet

One Year warranty

BlueCoat

Hardware Warranty – Product Warranty. The warranty period for hardware is (12) twelve months and for software is (90) ninety days from shipment in accordance with Vendor's standard warranty policy for the applicable Products. Any third party products provided under this Agreement shall be subject exclusively to the manufacturers' warranty for such products. If the Product fails during the warranty period to conform to Vendor's specifications, Distributor shall notify Vendor, and Vendor will repair or replace the Product in accordance with the applicable warranty return procedures.

Software Warranty – Product Warranty. The warranty period for hardware is (12) months and for software is (90) days from shipment in accordance with Vendor's standard warranty policy for the applicable Products. Any third party products provided under this Agreement shall be subject exclusively to the warranty period to conform to Vendor's specifications, Distributor shall notify Vendor, and Vendor will repair or replace the product in accordance with the applicable warranty return procedures.

Warranty Restrictions – The hardware and software warranties do not apply if the Product:

- The warranties exclude damage or failure resulting from abuse, misuse, alteration, unauthorized modification, acts of nature or disaster, or unauthorized repair or installation.

PKWARE, INC

Contractor warrants, for a period of ninety (90) days following ordering activity's receipt of the Software that the Software will operate substantially in conformance with Contractor's current published documentation and specifications for such Software ("Warranty Period"). If at any time during the Warranty Period, Contractor or the ordering activity discovers a defect, or error in the Software or a failure to conform to the provisions of the foregoing warranty, Contractor will correct such defect, error or non-conformity by, among other things, supplying the ordering activity with such corrective codes and making such addition, modification, replacement or adjustment as may be necessary to keep the Software operating in conformity with the warranties herein. In the event that Contractor is unable to correct such defect, error or non-conformity, Contractor shall refund to the ordering activity all the fees paid by the ordering activity for the Software and the associated maintenance and support and the license for such installation of the Software would terminate.

WEBSense

Limited Warranty.

For the Subscription Term, Websense warrants that the Products will operate in substantial conformance with the then-current Websense published documentation under normal use. Websense does not warrant that: (A) the Products will (i) be free of defects, (ii) satisfy Subscriber's requirements, (iii) operate without interruption or error, (iv) always locate or block access to or transmission of all desired addresses, emails, Malware, applications and/or files, or (v) identify every transmission or file that should potentially be located or blocked; or (B) data contained in the Databases will (i) appropriately categorized or (ii) that the algorithms used in the Products will be complete or accurate.

Websense will use reasonable efforts to remedy any significant non-conformance in the Products which is reported to Websense and that Websense can reasonably identify and confirm. Websense at its discretion will repair or replace any such non-conforming or defective Products, or refund a pro-rate portion of the unused Subscription Fees paid for the remainder of the then-current term. This paragraph sets forth Subscriber's sole and exclusive remedy and Websense's entire liability for any breach of warranty or other duty related to the Products. Any unauthorized modification of the Products, tampering with the Products, use of the Products inconsistent with the accompanying documentation or related breach of this Agreement voids the warranty. EXCEPT AS EXPLICITLY STATED AND TO THE EXTENT ALLOWED BY LAW, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Bluecoat: Contractor does not warrant merchantability or fitness for a particular purpose.

Websense: Contractor does not warrant merchantability or fitness for a particular purpose.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

NETAPP

Limitation of Liability: THE TOTAL LIABILITY OF NETAPP, ITS DISTRIBUTORS AND RESELLERS FOR ANY DAMAGE OR CLAIM ARISING FROM USE OF THE SOFTWARE OR THE ACCOMPANYING DOCUMENTATION SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE OR US\$100.00, WHICHEVER IS GREATER. NETAPP AND ITS DISTRIBUTORS AND RESELLERS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES; LOST OR CORRUPTED DATA, LOSS OF PROFITS, SAVINGS, OR REVENUES; PROCUREMENT OF SUBSTITUTE GOODS, INTERRUPTION OF BUSINESS, OR FOR ANY OCCURRENCE BEYOND THEIR CONTROL, RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA. IN NO EVENT SHALL NETAPP'S LICENSORS BE LIABLE FOR ANY DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHICH SHALL INCLUDE WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."

Bluecoat: Contractor is not liable to any party for consequential damages for any reason.

Websense:

Limitation of Liability: WEBSense, ITS AFFILIATES, ITS LICENSORS OR RESELLERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO CLAIMS FOR LOSS OF DATA, GOODWILL, OPPORTUNITY, REVENUE, PROFITS, OR USE OF THE PRODUCTS, INTERRUPTION IN USE OF AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF WEBSense HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WEBSense'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY SUBSCRIBER TO WEBSense FOR THE APPLICABLE PRODUCTS OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS THAT DIRECTLY CAUSED THE LIABILITY.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software.

NetApp: For assistance and guidance regarding implementation of the software, please see Contractor or the authorized NetApp partner from which the software was purchased. Technical support for an ordering activity that has purchased NetApp

support can be reached at 888-4NETAPP 24 hours per day, 7 days per week, 365 days per year so long as the product is under warranty or the ordering entity has purchased support services.

Bluecoat: 866-36-BCOAT 8am to 5pm (Pacific Time). Technical Support is subject to the purchase of a support services agreement.

Websense: 858-458-2940 – 5:00 A.M. – 5:00 P.M. Pacific Time.

PKWARE: 414-289-9788 8 a.m. through 6 p.m. (Central Time)

Contractor's Technical Services Definitions:

"Error Condition" means any demonstrable, reproducible defect, program error, or other non-conformance of the Software with its documentation caused solely by errors or defects in the code of the Software.

"New Version" means a complete replacement of the executable code of the Software in machine-readable form that provides significant new features or functions. A New Version may incorporate one or more enhancements and includes only such enhancements that change the version number immediately to the left of the decimal point. Changes to the version number are made solely at Contractor's discretion.

"New Release" means a partial or complete replacement of the executable code of the Software in machine-readable form, which may provide new features or functions. A New Release may incorporate some or no enhancements. And includes only such alterations that change the release number to the immediate right of the decimal point. Changes to the release number are made solely at Contractor's discretion.

"Modification" means a partial or complete replacement of the executable code of the Software in machine-readable form which provides product function or correction that is distributed outside the Contractors' standard generally announced "New Version" and "New Release" delivery methods.

"Pre-Release Change" means any enhancement, the development or testing of which is not yet completed, such that it is not yet generally released to Contractor's customers.

Additional Technical Services Terms:

Regardless of the nature of the Error Condition, Contractor may provide a resolution in the form of a Pre-Release Change, a Modification, or such other information, instructions or patches as are sufficient to eliminate or reduce the Error Condition. Ordering activity agrees to promptly notify Contractor in writing following the discovery of any Error Condition. Further, upon discovery of an Error Condition, and at the request of Contractor, the ordering activity agrees to submit a listing of output and any other information that Contractor may require in order to reproduce the Error Condition and/or the operating conditions under which the Error Condition occurred or was discovered.

Ordering activity further agree to acquire, install and/or implement as directed, certain services, hardware, software, software versions, releases, and the like, as may be deemed necessary by Contractor from time to time for proper operation of the Software. Such items may be at an additional cost for which ordering activity is solely and financially responsible. Ordering activity is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and to obtain support from Contractor. Contractor shall not be responsible for delays or inability to provide maintenance or support caused by events or circumstances beyond its reasonable control.

The following matters are not covered by Contractor's technical service obligations hereunder:

- (a) any problem resulting from misuse, improper use, or damage of the Software, to the extent caused by the ordering activity, provided the ordering activity's actions were not directed by Contractor or set forth in the Software documentation;
- (b) any problem resulting from any unauthorized modification made to the Software, but only to the extent of such modification;
- (c) any problem resulting from software not licensed to ordering activity by Contractor or from failure of software not provided or recommended for use with the Software by Contractor (any such software is a "nonqualified Product");
- (d) any problem resulting from the combination of the Software with any Nonqualified Product.

Contractor will not provide support services for a problem caused by a Nonqualified Product of the combination of the Software with any Nonqualified Product. If, in Contractor's opinion, performance of any technical support for Software is made more difficult or impaired because of ordering activity's use of Nonqualified Products, Contractor shall so notify ordering activity, and ordering activity will immediately remove the Nonqualified Product at its own risk and expense during Contractor's efforts to render support. Ordering activity shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

In connection with Contractor's provision of technical support for the Software, ordering activity has the responsibility to do each of the following with respect to the Software: (1) maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and insure that any problems reported to Contractor are not due to hardware malfunction; (2) maintain the designated computer system at the latest code revision level deemed necessary by Contractor for proper operation of the Software; (3) perform any tests or procedures recommended by Contractor for the purpose of identifying and/or resolving any technical problems

submitted by ordering activity for service under the terms of this agreement; (4) maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by ordering activity; (5) at all times follow routine operational procedures as specified in the Software documentation; (6) remain solely responsible for providing dummy data in the event Contractor has on-line access to ordering activity's Software installation in order to best safeguard ordering activity's proprietary, confidential, and classified information; (7) ensure that the computer system on which the Software is installed is also isolated from any process links, or anything that could cause harm or interference, before the ordering activity requests or receives remote support assistance from Contractor; and (8) provide all information necessary for Contractor to perform its duties hereunder in American English in a form discernible by Contractor.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

 X 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Websense

Technical Support. Standard technical support includes online website and/or portal access, telephone support during business hours, and Software Upgrades for the Products during the Subscription Term upon payment of the Subscription Fees. Database Updates and Software Upgrades will be provided to Subscriber only if Subscriber has paid the appropriate Subscription Fees for all Seats and/or servers. Standard technical support is provided pursuant to the terms of this Agreement and the then-current technical support policies at: http://www.websense.com/content/Assets/PDF/Websense_Global_Technical_Support_Users_Guide.pdf. Websense may require Subscriber to install Software Upgrades up to and including the latest release. Enhanced support offerings and services (including installation, deployment, and consulting services) are only available for additional cost and are also subject to the terms of this Agreement.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

NetApp:

Software maintenance services shall be made available by Contractor to the ordering activity at the prices listed in the pricelist subject to NetApp's standard commercial terms and conditions for Support Services, provided in "*NetApp Support Offering Standard Terms and Conditions – North America*" available at <http://www.netapp.com/us/how-to-buy/stc.html>:

Bluecoat: fees for support services are due and payable in advance.

Websense: fees for support services are due and payable in advance at the beginning of the subscription term.

5. PERIODS OF TERM LICENSES (132-32)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses orders citing the new appropriation shall be required, if the term licenses is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.

6. UTILIZATION LIMITATIONS - (132-32, 132-33)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

Exception: NetApp software provided by Contractor shall not be used on a sharing basis between multiple agencies; the software is keyed to the device upon which it operates and cannot be transferred or relocated to other equipment.

Exception: Websense: The websense products are provided for the number of Seats for use in Subscriber's own internal business operations (not for the benefit of any other person or entity) for the time period set forth herein or in the applicable order, provided Subscriber has and continues to pay the applicable fees for the products. Subscriber may relocate or transfer the Product for use on a different server within its location provided it is otherwise in compliance with the Websense commercial end user subscription agreement. "Seat" means each computer, electronic appliance or device that is authorized to access or use the products, directly or indirectly. Subscriber may only exceed the number of ordered Seats if Subscriber increases its order and pays additional fees.

- (3) Except as is provided in paragraph 6.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the

licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

Exception: Websense: Subscriber may allow its agents and independent contractors to use the Websense products solely for the benefit of Subscriber; provided, however, Subscriber remains responsible for any breach of the Websense commercial end user subscription agreement. Any other use of the products by any person, business, corporation, government organization or any other entity is prohibited under the Websense commercial end user subscription agreement.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

Exception: NetApp software and documentation provided by Contractor shall only be modified or combined with other software to the extent expressly permitted in the standard commercial end user license agreement accompanying the software.

Exception: Websense: The products provided by Websense are governed exclusively by the Websense commercial end user subscription agreement accompanying the products. Ordering activity may only copy, transfer, combine, or modify the software as expressly allowed by the Websense commercial end user subscription agreement, and only to the extent ordering activity is otherwise in compliance with the Websense commercial end user subscription agreement.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

NetApp software provided by Contractor are governed exclusively by **NetApp's** standard commercial End User License Agreement – attached to this agreement and accompanying the software – except that the provisions of (1) – (4) of this clause "Utilization Limitation" will apply with the exceptions that **NetApp** software and documentation may not be used on a sharing basis and may only be modified or combined with other software to the extent expressly permitted in the standard commercial end user license agreement accompanying the software.

Websense products are governed exclusively by the Websense commercial end user subscription agreement accompanying the products, and attached here for reference (Attachment I)

7. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Conversion credits are not applicable to Vericept software as the product is based on one operating system.

Exception NetApp: Conversion credits are not applicable to **NetApp** software provided by Contractor as the software is based on one operating system.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

PKWARE INC.

Products Overview: <http://www.pkware.com/software>

Enterprise Software Solutions

Software for the efficient, secure and interoperable data transfer and storage on desktops, servers and mainframes. SecureZIP seamlessly compresses and secures data with end-to-end encryption throughout the extended enterprise and delivers interoperability across all major computing platforms – mainframe, midrange, server, and desktop.

For the Server and zSeries Software described below, installation and production usage is only permitted on the Authorized Machine(s) located at the Authorized Site. “Authorized Machine” shall mean each computer (a) which is owned or operated by or on behalf of the ordering activity and operated at an Authorized Site, and (b) which is identified in the ordering activity’s accepted purchase order to the extent applicable to the Software. “Authorized Site” shall mean the physical location identified in the ordering activity’s accepted purchase order to the extent applicable to the software at which the ordering activity may install and use the Software on an Authorized Machine. Nothing herein seeks to negate or override the ordering activity’s licensed non-production/disaster recovery usage of the Software as specified in Section 8 above and such usage is authorized by Contractor.

The standard use license for the Software solutions specified below do not include a license to distribute self-extracting files unless otherwise agreed to in writing by Contractor and the ordering activity. As such, the ordering activity may only use the Software to create files that uncompress and/or decrypt upon being opened (“Self-Extracting Files”) for internal use and ordering activity may not sell, transfer, assign, license, or otherwise distribute to any third party any Self-Extracting File created through the use of the Software where the ordering activity derives any compensation in whatever form, or any commercial gain whatsoever.

PKWARE INC. Continued

For all license purchases the ordering activity will maintain true, complete, and correct records as to the location and use of each copy of the Software in its possession or control. Upon written request from Contractor, which is limited to once in any twelve (12) month period, the ordering activity will provide Contractor with a statement of license compliance in regard to the Software on such ordering activity's letterhead.

SecureZIP for Windows Desktop

State-of-the-art data security with email integration, administrative control, and integrated PKI support.

The license for SecureZIP for Windows Desktop permits the ordering activity to install and use such Software concurrently on the number of computers set forth on the ordering activity's accepted purchase order (the "Authorized Number"). The ordering activity may use remote access technologies, such as Citrix Access Platform or Microsoft Terminal Services to access and use licensed copies of the Software provided the ordering activity purchases a license for at least the same number of licenses of the Software as the ordering activity holds seats for the remote access technologies. For example, if the ordering activity has 200 licenses for SecureZIP and 100 of those users can also access SecureZIP via Citrix, then the ordering activity is required to purchase 300 license for SecureZIP.

SecureZIP Server

(Supported Platforms: Solaris, HP-UX, IBM-AIX, Linux, Windows) Combined state-of-the-art data security, automatic FTP and SMTP email integration, support for enterprise management consoles, integrated PKI support and command line interface.

For a Software installation on HP-UX, IBM-AIX, Linux for x86, and Sun Solaris: A license is required for every CPU on the machine on which the Software is installed. Each pair of cores on a machine's processor(s) counts as one (1) CPU. Total number of CPUs equal the machine's aggregate number of cores (across all processors) divided by 2. For example, a machine with 2 quad core processors has 8 cores in aggregate; $8/2 = 4$, the total number of CPUs. Additionally, in the event a machine has a virtual operating environment, a license is required for each virtual operating environment in which the Software is installed (i.e. each virtual instance).

For Windows Server versions of the Software: A license is required for each physical and each virtual operating environment in which the Software is installed (i.e. each instance).

PKZIP Server

(Supported Platforms: Solaris, HP-UX, IBM-AIX, Linux, Windows) Automatic FTP and SMTP email integration, support for enterprise management consoles, data security & command line interface.

For a Software installation on HP-UX, IBM-AIX, Linux for x86, and Sun Solaris: A license is required for every CPU on the machine on which the Software is installed. Each pair of cores on a machine's processor(s) counts as one (1) CPU. Total number of CPUs equal the machine's aggregate number of cores (across all processors) divided by 2. For example, a machine with 2 quad core processors has 8 cores in aggregate; $8/2 = 4$, the total number of CPUs. Additionally, in the event a machine has a virtual operating environment, a license is required for each virtual operating environment in which the Software is installed (i.e. each virtual instance).

For Windows Server versions of the Software: A license is required for each physical and each virtual operating environment in which the Software is installed (i.e. each instance).

SecureZIP for zSeries

All the compression feature sets within PKZIP for zSeries as well as options for digital certificate and password-based encryption. Powered by trusted RSA BSAFE algorithms that support FIPS 197 – certified AES and 3DES for encrypting file contents and file names. Ability to read digitally signed files and passwords or certificate-encrypted files created by SecureZIP on any platform. Add-on features included secure store for private keys, certificate-based digital signatures, integration with directory servers, etc.

A Software license for SecureZIP on a zSeries machine is specific to the number of processors, serial number and MIPS capacity of such licensed machine (ask the Authorized Machine). Any change to the Authorized Machine including a transfer of the license to a different machine is subject to the applicable fees. All MIPS ratings are determined by Cheryl Watson's CPU chart.

PKWARE INC. Continued

PKZIP for zSeries

Designed for the OS/390 platform, providing dynamic, cross-platform compatible data compression that can compress and decompress SEQ files (flat files), PDSs, PDS/Es, VSAM data sets, and even ZIP data from or data to magnetic tape. Includes EXE/SFX support, large file support, multiple file handlers, as well as user friendly interfaces.

A Software license for PKZIP on a zSeries machine is specific to the number of processors, serial number and MIPS capacity of such licensed machine (aka the Authorized Machine). Any change to the Authorized Machine including a transfer of the license to a different machine is subject to the applicable fees. All MIPS ratings are determined by Cheryl Watson's CPU chart.

9. RIGHT-TO-COPY PRICING

Not available.



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

MEMORANDUM

TO: Councilmember Felicia Moore
Chair, Finance Executive Committee

FROM: Adam L. Smith *ASL*

RE: Federal Contract #GS-35F-0296R for Contract #COA-6518-PL

DATE: February 27, 2013

This memorandum is to certify that the above-referenced Cooperative Agreement was competitively procured in a manner consistent and pursuant to sections 2-1602, 2-1604, 2-1606 and 2-1608 of the Procurement and Real Estate Code. We reviewed the terms of the Agreement and determined that the costs for the goods/services are competitive and comparable.

If you have any questions or need additional information, please do not hesitate to contact me.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Kieva Morrison

Contact Number: 404-330-6264

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: Friday, February 22, 2012

Anticipated Committee Meeting Date(s): Wednesday, March 13, 2013

Anticipated Full Council Date: Monday, March 18, 2013

Legislative Counsel's Signature: 

Chief Information Officer Signature (for IT Procurements) 

Commissioner Signature: _____

Chief Procurement Officer Signature: 

CAPTION

Mayor's Staff Only

A RESOLUTION

BY FINANCE/EXECUTIVE COMMITTEE

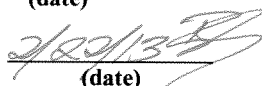
A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT NUMBER COA-6518-PL PURSUANT TO SECTION 2-1602 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, WITH INTERNET CONTENT MANAGEMENT, INCORPORATED ("ICM"), AN AUTHORIZED WEBSense, INCORPORATED RESELLER, TO PURCHASE A NEW WEBSense WEB SECURITY GATEWAY SOFTWARE, MAINTENANCE, AND SUPPORT SUBSCRIPTION FOR A TERM OF NINE (9) MONTHS, WITH TWO (2) TWELVE (12) MONTHS RENEWAL OPTIONS, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND, FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$55,550.00), UTILIZING THE ARROW ENTERPRISE COMPUTING SOLUTIONS, INCORPORATED ("ARROW ECS") GENERAL SERVICES ADMINISTRATION CONTRACT NUMBER GS-35F-0296R, VIA AN AUTHORIZED RESELLER AGREEMENT BETWEEN ARROW ECS AND ICM, ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) \$55,550.00

Received by CPO: _____
(date)

Received by LC from CPO: 

(date)

Received by Mayor's Office: 
(date)

Reviewed by: 

(date)

Submitted to Council: _____
(date)